

Decision 02-11-061 November 21, 2002

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Julio and Carole Dominguez,

Complainants,

vs.

Pacific Gas and Electric Company,

Defendant. (U 39 E)

(ECP)

Case 02-08-001

(Filed August 6, 2002)

**OPINION DENYING REQUEST TO HAVE
GAS METER RELOCATED AT UTILITY'S EXPENSE**

1. Summary

Julio and Carole Dominguez (Complainants) request that Pacific Gas and Electric Company (PG&E) cover the cost of relocating their gas meter. The request is denied. However, Complainants' request should be treated as an application for new service rather than a relocation of an existing service at the customers' request. Thus, Complainants would be able to take advantage of line extension allowances to reduce their cost.

This proceeding is closed.

2. Background

An unreported hearing on the Complaint was held on September 18, 2002, in Tracy.

Gas service to Complainants' house was turned off because their house line (between the meter and the house) leaks and needs replacement. Complainants' meter is located at their neighbor's house and the house line crosses the neighbor's yard. The neighbor refuses access to allow Complainants to replace their house line since Complainants do not have a utility easement over his property. This situation has arisen because Complainants' house was one of three on a single parcel of land belonging to one owner. In 1986, the owner subdivided the parcel and sold the houses separately without providing utility easements.

PG&E provided Complainants with "ball park" estimates for three options costing \$1,007.00, \$1,300.00, and \$2,200.00, respectively, to relocate their meter outside the neighbor's property. Complainants would also be responsible for the cost of their house line and all trenching. Their costs are significant and would vary depending on the option chosen.

3. Position of Complainants

Complainants believe that PG&E should bear the cost of the relocation. Complainants contend that PG&E had been aware of the improper location of the meter and the lack of easements, and made no attempt to remedy the situation.

Complainants also claim a special circumstances deviation from PG&E's tariffs, as provided in PG&E's Gas Rule 16, Section H, which states:

"EXCEPTIONAL CASES. When the application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to Public Utilities Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon."

Complainants argue that as a practical matter, gas service is not currently available to them, and their situation should not be treated as a relocation of an existing service. They point out that to restore service, they would have to file a

civil lawsuit against their neighbor to enforce an implied easement and against the former owners of their property to recover the costs of relocation of their service resulting from their failure to provide easements for utility services. With winter coming and an asthmatic child in the household, Complainants believe that the time and expense of resorting to the courts is not a reasonable option.

4. Position of PG&E

PG&E asserts that since Complainants may pursue a civil action in the courts to secure an easement, they do, in fact, have an option to repair or replace their house line. Therefore, PG&E contends that Complainants' request should be treated as "a relocation at the customers' request" and the Complainants should bear the full cost.

According to PG&E, the Complainants fail to show sufficient cause for a special ruling under PG&E Gas Rule 16, Section H – Exceptional cases. PG&E asserts that the intent of the "exceptional cases" provision in Rule 16 was to address jobs of a large scale, involving very unique circumstances and substantial sums of money, where the allocation of costs to establish service under the standard provisions of the tariff would severely and unjustly impact either the applicant or PG&E's ratepayers.

PG&E argues that its Gas Rule 16, Section F – Service Extensions, addresses Complainants' situation:

"When adequate rights-of-way are not granted as a result of the property subdivision, PG&E shall have the right, upon written notice to the current customer to discontinue service without obligation or liability. ***The existing owner, Applicant or customer shall pay to PG&E the total estimated cost of any required relocation of PG&E's facilities.*** A new gas service will be re-established in accordance with the provisions of Section D for

new services and the provisions of any other applicable PG&E rules.” [Emphasis added.]

5. Discussion

As set forth in PG&E’s Gas Rule 16, Section F - Service Extensions, it is not PG&E’s responsibility to ensure that easements exist on customer’s property. As the facts indicate, the meters were properly installed in 1947, when all three houses were on a single parcel of land belonging to one owner. The meter configuration was chosen for the convenience of the owner at that time. Accordingly, since PG&E has properly followed its tariff, Complainants’ request that their meter be relocated and a new service line be installed at PG&E’s expense should be denied.

However, we believe it does not make sense to require Complainants to pursue an action through the courts to secure an easement across the neighbor’s yard. Even if Complainants did so, they would be perpetuating a situation that should be corrected. Our rejection of PG&E’s recommendation does not mean that Complainants should receive a new service completely paid for by the ratepayers. Rather, Complainants should be treated as applicants for a new service, thereby receiving allowances of up to \$762.00 to reduce their cost, as described below.

Residential allowances per Gas Rule 15.C.3. (assuming all appliances are installed):

\$310	water heater
\$323	space heater
\$ 69	oven/range
\$ 60	dryer stub

PG&E would first request a refundable project deposit of \$500 to engineer the job to exact specifications and would then provide new estimates based on current costs. If all of the above equipment were installed, the maximum

allowance would be \$762, plus 27% ITCC tax. The allowance would be deducted from the total cost of the newly engineered service installation, and subject to evidence of connection of the appliances prior to the meter set. The complainants would be responsible for providing all necessary easements and trenching. The project deposit would be refunded upon connection of service.

6. Assignment of Proceeding

Geoffrey Brown is the Assigned Commissioner and Bertram Patrick is the assigned Administrative Law Judge in this proceeding.

O R D E R

IT IS ORDERED that:

1. The request of Julio and Carole Dominguez (Complainants) that Pacific Gas and Electric Company (PG&E) cover the cost of relocating their gas meter is denied.

2. PG&E shall treat Complainants' request to relocate their gas meter as if it is an application for a new service, and provide all applicable allowances to Complainants.

3. This proceeding is closed.

This order is effective today.

Dated November 21, 2002, at San Francisco, California.

LORETTA M. LYNCH
President
HENRY M. DUQUE
CARL W. WOOD
MICHAEL R. PEEVEY
Commissioners

Commissioner Geoffrey F. Brown, being necessarily absent, did not participate.